

SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF BURBANK AND  
THE REDEVELOPMENT AGENCY OF THE  
CITY OF BURBANK ESTABLISHING  
CERTAIN CITY-AGENCY RELATIONSHIPS

RA 40

This Second Amendment (the "Second Amendment") to that certain agreement entitled "Agreement between the City of Burbank and the Redevelopment Agency of the City of Burbank Establishing Certain City-Agency Relationships" (the "Agreement") is dated as of the 23rd day of December, 1985 (the "Effective Date"), and is being executed by and between the City of Burbank (the "City") and the Redevelopment Agency of the City of Burbank (the "Agency"), with reference to the following:

A. The City and the Agency entered into the Agreement on September 29, 1970, which provided for, among other things, certain activities, services and facilities which the City agreed to render for, and make available to, the Agency in furtherance of the activities and functions of the Agency under the Community Redevelopment Law subject to reimbursement to the City by the Agency of certain costs and expenses thereof incurred by the City for and on behalf of the Agency.

B. By Agency Resolution No. R-40 and City Council Resolution No. 16,223, both adopted on October 3, 1972 by the Agency and the City Council, respectively, the Agreement was amended in certain particulars.

C. The Agency and the City now desire to further amend the Agreement as amended, in certain particulars. The purpose of this Second Amendment is to set forth the terms of the amendment agreed to by and between the City and the Agency.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Section 201 of the Agreement is hereby amended and revised to read in full as follows:

"A. [Section 201] Services to be Provided

"The City agrees to provide for the Agency such staff assistance, materials, supplies, technical services and other services and facilities of the City as the Agency may require in carrying out its functions under the Community Redevelopment Law. Such assistance and services may include the services of officers and employees and special consultants.

"The City may, but is not required to, advance necessary funds to the Agency or to expend funds on behalf of the Agency for the preparation and implementation of redevelopment plans, including, but not limited to, the costs of surveys, planning, studies and environmental assessments for the adoption of redevelopment plans, the costs of acquisition of property within the project areas, demolition and clearance of properties acquired, building and site preparation, public improvements and relocation assistance to displaced residential and nonresidential occupants as required by law.

"The City, its officers and employees, shall perform services for the Agency in carrying out its work of redevelopment. The Agency shall also have access to the facilities of the departments and offices of the City.

"Those City officers and employees who are also appointed to positions or offices with or related to the Agency shall perform services for the Agency in a dual capacity. The City Manager shall perform services in his capacity as City Manager, and also as the Executive Director of the Agency.

"The City Manager and other appropriate City officials and the Agency shall determine and establish the procedures to be followed in the request for, and the rendering of, such services."

2. Section 202 of the Agreement is hereby supplemented and amended by adding the following new paragraph thereto:

"The City will keep records of activities and services undertaken pursuant to this Agreement and the costs thereof in order that an accurate record of the Agency's liability to the City can be ascertained. The City shall periodically, but not less than annually, submit to the Agency a statement of the costs incurred by the City in rendering activities and services of the City to the Agency pursuant to this Agreement. Such statement of costs may include a proration of the City's administrative and salary expenses attributable to services of City officials, employees and departments rendered for the Agency."

3. Section 203 of the Agreement is hereby deleted in its entirety and in its place and stead shall appear the following new Section 203, to read in full as follows:

"C. [Section 203] Method of Payment

"The Agency agrees to reimburse the City, annually, for all costs incurred for services by the City pursuant to this Agreement from and to the extent that funds are paid



to the Agency from tax allocations of redevelopment projects pursuant to Section 33670 of the Health and Safety Code or from other sources; provided, however, that the Agency shall have the sole and exclusive right to pledge any such sources of funds to the repayment of other indebtedness incurred by the Agency in carrying out its redevelopment projects. The costs of the City under this Agreement will be shown on statements submitted to the Agency pursuant to Section 202, above. It is the express intent of the parties that the City shall be entitled to the repayment of the expenses incurred by the City under this Agreement, consistent with the Agency's financial ability, in order to make the City whole as soon as practicably possible."

4. Section 502 of the Agreement is hereby deleted in its entirety and in its place and stead shall appear the following new Section 502, to read in full as follows:

"B. [Section 502] Administrative Fund

"The City will establish an Agency Administrative Fund with the money appropriated and advanced to the Agency which shall constitute an indebtedness of the Agency within the meaning of Section 33670 et seq. of the Community Redevelopment Law, to be repaid to the City by the Agency in accordance with Section 203, above."

5. The defined terms and provisions used in this Second Amendment, as indicated by the first letter of a word being capitalized, shall have the same meaning and definition in this Second Amendment as such terms and provisions have in the Agreement, as amended.

6. In the event there is any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Agreement, the terms and provisions of this Second Amendment shall control and govern the rights, duties and obligations of the parties. Except as modified and amended herein, the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first above written.

THE CITY OF BURBANK

By:   
Mary Lou Howard, Mayor

Attest:

  
Merle L. Maurer, City Clerk

REDEVELOPMENT AGENCY OF  
THE CITY OF BURBANK

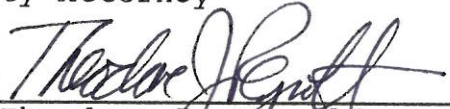
By:   
Mary Lou Howard, Chairperson

Attest:

  
Merle L. Maurer, Secretary

Approved as to Form:

DOUGLAS C. HOLLAND  
City Attorney

By:   
Theodore J. Reynolds  
Assistant City Attorney